

The CASE of John Burrowes Draper and George his Son, Joshua Morris Gent. Elizabeth his Wife, Christopher Potter, Gent. and Phillis his Wife, Sarah Burrowes and Martha Burrowes, Spinsters; which said John, Elizabeth, and Phillis, Sarah, and Martha, were Brother and Sisters, and Legatees of George Burrowes of London Merchant, deceased.

**T**HAT Sir Alexander Rigby of London Knight, now a Prisoner in the Fleet, stands indebted to John Burrowes, &c. by Bond under his Hand and Seal, dated the 24th of October 1698, of the penalty of 2100*l* conditioned for the Payment of 1057*l*. 4*s*. on the first of November, 1699.

That the said Sir *Alexander* is charged in Execution in the said Prison, by Virtue of a Judgment obtained on the said Bond, but hath not paid one Penny Principal Interest or Charge contracted or due on the said Bond, or ever offered any Composition, and hath always declined giving any Account of his Estate.

That the said John Burrowes, &c. being informed Sir *Alexander* is procuring an Act of Parliament to be released of his Confinement, humbly presume to lay before this Honourable House the State of their Case, viz.

That George Burrowes of London Merchant, Dyed in the Year 1693, by his Will did leave his Effects (after his Debts, Funeral Expences, and some small Legacies paid) to be divided among John Burrowes, &c. in such manner and Proportions as in his said Will are mentiond, and appointed his Father George Burrowes sole Executor of his said Will, who duly proved the same.

That the greatest Part of the Testators Effects lying in the Hands of his Partner in *Italy*, the said Executors did empower the said Sir *Alexander* to demand and receive the same on the Behalf of the said Executor, in order to be divided amongst the said John Burrowes, &c. according to the Purport of the said Will.

That the said Sir *Alexander* accordingly received the said Money for which the said Bond was given as aforesaid to the said Executor, being the Ballance due after all he demanded for his Trouble and Expences were deducted.

That the said Debt was not contracted in Trade with the said Sir *Alexander*, whereby any Profit might have accrued to the said John Burrowes, &c. but all Money paid into his Hands.

That the said Sir *Alexander* about Seventeen Years ago, and soon after he entred into the said Bond, failed and hath had all this Time to pay such of his Creditors as he pleased, (some whereof he owns to have paid) and to spend, dispose of, or intricate his Estate at his Pleasure, and now pre-  
tends



tends to surrender up his Estate to his Creditors, without any Assurance they shall have a Penny in the Pound.

That the Principal and Interest due on the said Bond, amounts to a large Sum, and is a great part of the Substance of the said John Burrowes, &c. That the said John Burrowes, &c. cannot learn it was ever practicable for a Debtor under the Circumstances aforesaid, to be discharged paying his just Debts so large, by the Indulgence and Authority of Parliament.

That the said John Burrowes and Christopher Potter have each a Numerous Family of Children now Living.

*The said John Burrowes, &c. the Premises considered, most humbly  
crave their Case may be taken into Consideration, and that they may  
not be deprived of their said just Debt by Authority of Parlia-  
ment,*

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